



their Complaint in Intervention which is attached and incorporated by reference as Exhibit 1. In support thereof, Movants respectfully represent:

1. Plaintiff, Uptown Produce Connection, Inc. (the “Plaintiff”), brought this suit against defendants, Tri-County Produce, Inc. (“the Company”), Angelo Marano, David Marano, and Patricia Marano (collectively, the “Defendants”) under the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. 499a-499t (“PACA”).

2. As set forth in the Complaint in Intervention filed herewith, Movants also have claims for relief against Defendants, which arose under or are based upon PACA. Pursuant thereto, Movants also asserts rights in the assets which are, or will be, the subject of any orders entered in this Cause pursuant to 7 U.S.C. 499e(c)(4) (the “PACA Trust”).

3. This Court has jurisdiction over this action under Section 5(c)(4) of PACA, 7 U.S.C. 499e(c)(4) thereby creating a federal question under 28 U.S.C. 1331. The Court has supplemental jurisdiction over Movants’ claims pursuant to 28 U.S.C. 1367(a).

4. Movants claim an interest relating to the property and the transactions that are the subject of the action, and Movants are so situated that the disposition of the action may, as a practical matter, impair or impede Movants’ abilities to protect that interest.

5. In the alternative, the trust claims of Movants and Plaintiff have common questions of law and fact, and the Court should permit Movants to intervene in this action, in the exercise of the Court’s discretion.

6. The intervention and joinder sought will not deprive the Court of jurisdiction over the subject matter nor over the parties and is in the best interest of justice and judicial economy.

7. Plaintiff does not oppose the relief sought by Movants.

WHEREFORE, Strube Celery & Vegetable Co., Michael J. Navilio & Son, Inc. and Coosemans Chicago, Inc., pray this Honorable Court grant them leave to file their Complaint in Intervention instanter.

Dated this 14th day of July, 2008.

McCARRON & DIESS

LAW OFFICES OF WILLIAM B. KOHN

By: s/ Mary Jean Fassett

Mary Jean Fassett, ID#9078552  
4900 Massachusetts Ave., N.W.  
Suite 310  
Washington, DC 20016  
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By: s/ William B. Kohn

William B. Kohn, ARDC #6196142  
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(312) 553-1200  
[kohn@wbkohnlaw.com](mailto:kohn@wbkohnlaw.com)

Attorneys for Movants  
Strube Celery & Vegetable Co.  
Michael J. Navilio & Son, Inc.  
Coosemans Chicago, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Unopposed Motion of Strube Celery & Vegetable Co., Michael J. Navilio & Son, Inc. and Coosemans Chicago, Inc. for Leave to Intervene as Plaintiffs Pursuant to Rule 24, Memorandum in Support, and all Exhibits thereto were served via the Court's ECF system this 14th day of July, 2008, to all counsel of record, and via facsimile and overnight delivery to the following:

Tri-County Produce, Inc.  
Attn: Richard C. Imming, Esq., Registered Agent  
408 Brook Street  
Elgin, IL 60120-3602  
(Facsimile 847-742-9975)

Patricia Marano  
408 Brook Street  
Elgin, IL 60120-3602

Angelo Marano  
408 Brook Street  
Elgin, IL 60120-3602

David Marano  
408 Brook Street  
Elgin, IL 60120-3602

s/ Mary Jean Fassett

Mary Jean Fassett

**EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

UPTOWN PRODUCE CONNECTION, INC.	)	
Plaintiff,	)	
v.	)	
	)	
TRI-COUNTY PRODUCE, INC., ANGELO	)	
MARANO; DAVID MARANO; and PATRICIA	)	Case No. 08-cv-3660
MARANO,	)	Judge Norgle
	)	Magistrate Judge Nolan
Defendants.	)	
	)	

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STRUBE CELERY & VEGETABLE CO.,	)	
MICHAEL J. NAVILIO & SON, INC.,	)	
COOSEMANS CHICAGO, INC.	)	
	)	Hearing:
Intervening Plaintiffs,	)	Date: July 18, 2008
v.	)	Time: 10:30 am
	)	Judge: Hon. Charles Norgle
TRI-COUNTY PRODUCE, INC., ANGELO	)	
MARANO, DAVID MARANO, and PATRICIA	)	
MARANO,		
Defendants.		

**COMPLAINT IN INTERVENTION  
(To Enforce Payment From Produce Trust)**

Strube Celery & Vegetable Co., Michael J. Navilio & Son, Inc., and Coosemans Chicago, Inc. ("Intervenors"), for their complaint in intervention against defendants, Tri-County Produce, Inc., Angelo Marano, David Marano, and Patricia Marano, allege as follows:

JURISDICTION AND VENUE

1. Subject matter jurisdiction is based on Section 5(c)(5) of the Perishable Agricultural Commodities Act, 7 U.S.C. §499e(c)(5) (hereafter "the PACA"), 28 U.S.C. §1331 and 28 U.S.C. §2201.

2. Venue in this District is based on 28 U.S.C. §1391 in that (a) intervening plaintiff's claim arose in this district and (b) defendants reside in this district.

#### PARTIES

3. a. Intervening plaintiff, Strube Celery & Vegetable Co. ("Strube"), an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities (hereafter "produce") in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

b. Intervening plaintiff, Michael J. Navilio & Son, Inc. ("Navilio"), an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities (hereafter "produce") in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

c. Intervening plaintiff, Coosemans Chicago, Inc. ("Coosemans"), an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities (hereafter "produce") in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

4. a. Defendant, Tri-County Produce, Inc. ("Tri-County"), a corporation with a principal place of business in Elgin, Illinois, is engaged in the business of buying

wholesale quantities of produce in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

b. Defendant, Angelo Marano, was the owner, officer, manager and director of Tri-County, during the period of time in question who controlled the day to day operations of Tri-County and was in a position of control over the PACA trust assets belonging to plaintiffs.

c. Defendant, David Marano, was the owner, officer, manager and director of Tri-County, during the period of time in question who controlled the day to day operations of Tri-County and was in a position of control over the PACA trust assets belonging to plaintiffs.

d. Defendant, Patricia Marano, was the owner, officer, manager and director of Tri-County, during the period of time in question who controlled the day to day operations of Tri-County and was in a position of control over the PACA trust assets belonging to plaintiffs. (Tri-County, Angelo Marano, David Marano, and Patricia Marano are hereinafter collectively referred to as "Tri-County Defendants").

#### GENERAL ALLEGATIONS

5. This action is brought to obtain declaratory relief and to enforce the trust provisions of P.L. 98-273, the 1984 amendment to Section 5 of the PACA, 7 U.S.C. §499e(c).

6. Between May 20, 2008, and June 26, 2008, intervening plaintiff Strube sold and delivered to the Tri-County defendants, in interstate commerce, \$10,642.00 worth of wholesale quantities of produce which remains unpaid.

7. Between May 13, 2008, and June 26, 2008, intervening plaintiff Navilio sold and delivered to the Tri-County defendants, in interstate commerce, \$9,119.50 worth of



wholesale quantities of produce which remains unpaid.

8. Between June 4, 2008 and June 26, 2008, intervening plaintiff Coosemans sold and delivered to Tri-County defendants, in interstate commerce, \$2,986.00 worth of wholesale quantities of produce which remains unpaid.

9. The Tri-County defendants accepted the produce from intervening plaintiffs.

10. At the time of receipt of the produce, intervening plaintiffs became beneficiaries in a statutory trust designed to assure payment to produce suppliers. The trust consists of all produce or produce-related assets, including all funds commingled with funds from other sources and all assets procured by such funds, in the possession or control of defendants since the creation of the trust.

11. Intervening Plaintiffs Strube and Navilio preserved their interests in the PACA trust by sending invoices to the Tri-County defendants which contained the language required by 7 U.S.C. § 499e(c)(4) and remain beneficiaries until full payment is made for the produce. A sampling of invoices from Strube and Navilio to Tri-County defendants are attached hereto as Exhibits A and B. All of the invoices from Strube and Navilio to Tri-County defendants contain the requisite statutory language.

12. Intervening Plaintiff Coosemans preserved its interest in the PACA trust by sending a written notice of intent to preserve trust benefits to the Tri-County defendants pursuant to 7 U.S.C. § 499e(c)(3) and remains a beneficiary until full payment is made for the produce. A copy of the notice of intent to preserve trust benefits is attached hereto as Exhibit C. A sampling of invoices from Coosemans to Tri-County defendants is attached hereto as Exhibit D.

13. Despite demand for payment, the Tri-County defendants have failed and refuse to pay intervening plaintiffs for the wholesale quantities of produce supplied by intervening plaintiffs, and have advised intervening plaintiffs they are unable to do so at this time. Upon information and belief, Tri-County has ceased operations.

14. The Tri-County defendants' failure and inability to pay, as well as the cessation of operations without paying intervening plaintiffs, indicate that they are failing to maintain sufficient assets in the statutory trust to pay intervening plaintiffs and are dissipating trust assets.

Count 1

(Failure to Pay Trust Funds)

15. Intervening plaintiffs incorporate each and every allegation set forth in paragraphs 1 to 14 above as if fully set forth herein.

16. The failure of the Tri-County defendants to make payment to intervening plaintiffs of trust funds in the collective amount of \$22,747.50 from the statutory trust is a violation of PACA and PACA regulations, and is unlawful.

WHEREFORE, intervening plaintiffs requests an order enforcing payment from the trust by requiring immediate payment of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 2

(Failure to Pay For Goods Sold)

17. Intervening plaintiffs incorporate each and every allegation set forth in paragraphs 1 to 16 above as if fully set forth herein.

18. The Tri-County Defendants failed and refused to pay intervening plaintiffs \$22,747.50 owed to intervening plaintiffs for produce received by them from intervening plaintiffs.

WHEREFORE, intervening plaintiffs request judgment in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans against the Tri-County defendants, jointly and severally, and for such other and further relief as the Court deems appropriate.

Count 3

(Unlawful Dissipation of Trust Assets by  
a Corporate Official – Angelo Marano)

19. Intervening plaintiffs incorporate each and every allegation set forth in paragraph 1 to 18 above as if fully set forth herein.

20. Defendant, Angelo Marano, was an owner, officer and director who operated Tri-County during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiffs.

21. Defendant, Angelo Marano, failed to direct the corporation to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiffs for the produce supplied.

22. Defendant, Angelo Marano's failure to direct the corporation to maintain PACA trust assets and pay intervening plaintiffs for the produce they supplied was an unlawful dissipation of trust assets by a corporate official.

23. As a result of said unlawful dissipation of trust assets, intervening plaintiffs have been deprived of their rights as beneficiaries in the produce trust and have been denied payment for the produce they supplied.

WHEREFORE, intervening plaintiffs requests judgment against defendant, Angelo Marano, in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 4  
(Unlawful Dissipation of Trust Assets by  
a Corporate Official – David Marano)

24. Intervening plaintiffs incorporate each and every allegation set forth in paragraph 1 to 23 above as if fully set forth herein.

25. Defendant, David Marano, was an owner, officer and director who operated Tri-County during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiffs.

26. Defendant, David Marano, failed to direct the corporation to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiffs for the produce supplied.

27. Defendant, David Marano's failure to direct the corporation to maintain PACA trust assets and pay intervening plaintiffs for the produce they supplied was an unlawful dissipation of trust assets by a corporate official.

28. As a result of said unlawful dissipation of trust assets, intervening plaintiffs have been deprived of their rights as beneficiaries in the produce trust and have been denied payment for the produce they supplied.

WHEREFORE, intervening plaintiffs requests judgment against defendant, David Marano, in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 5

(Unlawful Dissipation of Trust Assets by  
a Corporate Official – Patricia Marano)

29. Intervening plaintiffs incorporate each and every allegation set forth in paragraph 1 to 28 above as if fully set forth herein.

30. Defendant, Patricia Marano, was an owner, officer and director who operated Tri-County during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiffs.

31. Defendant, Patricia Marano, failed to direct the corporation to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiffs for the produce supplied.

32. Defendant, Patricia Marano's failure to direct the corporation to maintain PACA trust assets and pay intervening plaintiffs for the produce they supplied was an unlawful dissipation of trust assets by a corporate official.

33. As a result of said unlawful dissipation of trust assets, intervening plaintiffs have been deprived of their rights as beneficiaries in the produce trust and have been denied payment for the produce they supplied.

WHEREFORE, intervening plaintiffs requests judgment against defendant, Patricia Marano, in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 6

(Interest and Attorneys Fees)

34. Intervening plaintiffs incorporate each and every allegation set forth in paragraphs 1 to 33 above as if fully set forth herein.

35. As a result of defendants' failure to make full payment promptly of the collective amount of \$22,747.50, intervening plaintiffs have lost the use of said funds and have been required to pay attorney's fees and costs in order to bring this action to require defendants to comply with their statutory duties.

24. PACA and the invoices of intervening plaintiffs entitle intervening plaintiffs to recover prejudgment interest at a rate of 1.5% per month and attorney's fees incurred to collect any balance due from defendants.

WHEREFORE, intervening plaintiffs requests judgment against each of the defendants, jointly and severally, for prejudgment interest, costs and attorneys fees.

Dated this 14th day of July, 2008.

McCARRON & DIESS

LAW OFFICES OF WILLIAM B. KOHN

By: s/ Mary Jean Fassett

Mary Jean Fassett, ID#9078552  
4900 Massachusetts Ave., N.W.  
Suite 310  
Washington, DC 20016  
(202) 364-0400  
[mjf@mccarronlaw.com](mailto:mjf@mccarronlaw.com)

By: s/ William B. Kohn

William B. Kohn, ARDC#6196142  
150 N. Wacker Drive  
Suite 1400  
Chicago, Illinois 60606  
(312) 553-1200  
[kohn@wbkohnlaw.com](mailto:kohn@wbkohnlaw.com)  
Attorneys for Intervening Plaintiffs

**EXHIBIT A**

2404 S. Wolcott Ave. 16-20  
Chicago, Illinois 60608**STRUBE CELERY & VEGETABLE COMPANY**Phone 312-226-7880  
Fax 312-226-7644**\*\* PRIMUS CERTIFIED \*\***INVOICE #: 72332-10 JS  
DATE: 29-MAY-2008 04:22 PM

CUST. NO.: 1036 PO#

SOLD TO: TRI COUNTY PRODUCE INC.  
408 BROOK ST.  
ELGIN, IL 60120**\*\* REPRINT \*\***

INV #: 72332-10

BOOTH: 12

**\*\* ASAP \*\***

TERMS:

Ctg:

TYPE: PACA TERMS

LOT #	QTY	COMMODITY	DEPT.	PRICE	EXT. AMOUNT
	DJ				
85989	5	SPINACH, CELLO 8/10OZ 3B DEJONG	1	7.50	\$37.50
	MORG				
85976	3	LIME, 230 40LB 3A LIME GUY	1	9.00	\$27.00
	AGRI				
85905	1	CABBAGE, MED 2C CRYSTAL	1	12.00	\$12.00
	FOOD				
85990	2	RADISH, CELLO 6OZ. 3B CASCASE	1	9.00	\$18.00
	ELIT				
85959	1	WHT MUSH, 16OZ. 4D ELITE	1	14.50	\$14.50
	D'AR				
85968	5	LETTUCE, LEAF GREEN 3B ANDY BOY	1	13.00	\$65.00
	D'AR				
85968	10	LETTUCE, ROMAINE 1A ANDY BOY	1	14.00	\$140.00

Pkgs: 27 \*\* PALLETS OUT \_\_\_\_\_ PALLETS IN \_\_\_\_\_ \*\*

INVOICE TOTAL:

**\$314.00****Office Copy**

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5C of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499 (e(c))). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest of 1% per month will be added to the unpaid balance and all attorney fee incurred in connection with the collection of any balance due shall be considered owed in connection with the transaction under the PACA Trust.



**EXHIBIT B**

MICHAEL J. NAVILIO  
2404 S. WOLCOTT  
CHICAGO, IL

05/14/08  
176907  
Tri-County

# **MICHAEL J. NAVILIO & SON, INC.**

● TOMATOES, VEGETABLES AND FRUITS ●

Chicago International Product Market  
2404 S. Wolcott, Units 26 - 27, Chicago IL 60608  
Tel. (312) 243 7515 Fax (312) 243-6377

Date: 05/14/08 (03:44:10) #1

Invoice: 176907

Customer: Tri-County

Ship to:

2	CS Cucumbers, 24 count		
FARMER'S BEST	@	8.00 =	16.00
1	CS Eggplant		
WISHNATZKI	@	20.00 =	20.00
1	CS Yellow Peppers, Large		
11 # LARGE/LEYSON	@	28.00 =	28.00
3	CS Red Peppers, Choice		
CEUTA XL	@	40.00 =	120.00
5	CS Avocados		
48'S ALEJANDRINA 5/13	@	40.00 =	200.00
1	CS Squash, Yellow		
BAY FANCY	@	18.00 =	18.00
2	CS Zucchini		
SUNFED FANCY	@	11.00 =	22.00
4	CS Broccolini		
3/2#	@	22.00 =	88.00

QUALITY	DESCRIPTION	PRICE	AMOUNT
2	CS Cucumbers, 24 count		
FARMER'S BEST			
1	CS Eggplant		
WISHNATZKI			
1	CS Yellow Peppers, Large		
11 # LARGE/LEYSON			
3	CS Red Peppers, Choice		
CEUTA XL			
5	CS Avocados		
48'S ALEJANDRINA 5/13			
1	CS Squash, Yellow		
BAY FANCY			
2	CS Zucchini		
SUNFED FANCY			
4	CS Broccolini		
3/2#			

Duplicat

Total = 512.00

By: Rich

Copy #1

CLAIMS MUST BE MADE WITHIN 24 HOURS OF DELIVERY

Payment due 10 days from the date of acceptance. The perishable agriculture commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C.) 199f(c). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Buyer agrees to pay interest of 1 1/2% per month on the unpaid balance and all collection costs including attorney's fees shall be considered sums owed in connection with this transaction under the PACA trust.

MICHAEL J. NAVILIO & SON INC.  
2404 S. WOLCOTT - UNIT 26  
CHICAGO, IL 60608

05/15/08  
177086  
Tri-County

1 CS Cucumbers, Super  
FARMER'S BEST @ 16.00 = 16.00

2 CS Squash, Yellow  
SONORA QUEEN FANCY @ 16.00 = 32.00

2 CS Zucchini  
SUNFED FANCY @ 12.00 = 24.00

5 CS Avocados  
48'S ALEJANDRINA (240) @ 40.00 = 200.00

**MICHAEL J. NAVILIO & SON, INC.**  
● TOMATOES, VEGETABLES AND FRUITS ●

Chicago International Product Market  
2404 S. Wolcott, Units 26 - 27, Chicago IL 60608  
Tel. (312) 243 7515 Fax (312) 243-6377

Date: 05/15/08 (03:45:12) #1  
Invoice: 177086  
Customer: Tri-County  
Ship to:

QUALITY	DESCRIPTION	PRICE	AMOUNT
1	CS Cucumbers, Super FARMER'S BEST	6001 : cr	
2	CS Squash, Yellow SONORA QUEEN FANCY	5975 : cr	
2	CS Zucchini SUNFED FANCY	6026 : cr	
5	CS Avocados 48'S ALEJANDRINA (240)	5979 : cr	

Duplicat

Total = 272.00

By: Dean

Copy #1

CLAIMS MUST BE MADE WITHIN 24 HOURS OF DELIVERY

Payment due 10 days from the date of acceptance. The perishable agriculture commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C.) 499j(c). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Buyer agrees to pay interest of 1 1/2% per month on the unpaid balance and all collection costs including attorney's fees shall be considered sums owed in connection with this transaction under the PACA trust.

**EXHIBIT C**

**PERISHABLE AGRICULTURAL COMMODITIES ACT  
NOTICE OF INTENT TO PRESERVE TRUST BENEFITS**

DATE: 10-Jul-08

DEBTOR'S NAME: Tri-Country Produce, Inc.

STREET ADDRESS: 408 Brook Street  
CITY, STATE, ZIP: Elgin, Illinois 60120

CREDITOR'S NAME: Coosemans Chicago, Inc.

STREET ADDRESS: 2404 S. Wolcott, Unit # 13  
CITY, STATE: Chicago, Illinois 60608

PAYMENT IN DAYS: 10

NUMBER OF SHIPMENTS: 16

COMMODITY: MIXED FRUITS AND VEGETABLES

<u>Invoice Number</u>	<u>Date of Shipment/ Acceptance</u>	<u>Date Payment Due</u>	<u>Invoice Price</u>	<u>Amount Past Due/Unpaid</u>
576351	6/4/2008	6/14/2008	\$ 181.50	\$ 181.50
576591	6/5/2008	6/15/2008	\$ 212.00	\$ 212.00
576797	6/6/2008	6/16/2008	\$ 89.00	\$ 89.00
577493	6/10/2008	6/20/2008	\$ 267.50	\$ 267.50
577705	6/11/2008	6/21/2008	\$ 220.50	\$ 220.50
577707	6/11/2008	6/21/2008	\$ 7.50	\$ 7.50
577870	6/12/2008	6/22/2008	\$ 21.00	\$ 21.00
577899	6/12/2008	6/22/2008	\$ 339.00	\$ 339.00
577926	6/12/2008	6/22/2008	\$ 7.50	\$ 7.50
578774	6/17/2008	6/27/2008	\$ 342.00	\$ 342.00
578969	6/18/2008	6/28/2008	\$ 355.50	\$ 355.50
579148	6/19/2008	6/29/2008	\$ 304.00	\$ 304.00
579380	6/20/2008	6/30/2008	\$ 121.00	\$ 121.00
579382	6/20/2008	6/30/2008	\$ 123.50	\$ 123.50
580092	6/25/2008	7/5/2008	\$ 214.00	\$ 214.00
580269	6/26/2008	7/6/2008	\$ 180.50	\$ 180.50

**TOTAL AMOUNT PAST DUE AND UNPAID:** \$ 2,986.00

TO: Tri-County Produce, Inc, (via fax 847-742-9975)

## TRANSMISSION VERIFICATION REPORT

TIME : 07/10/2008 14:53  
 NAME : MCCARRON AND DIESS  
 FAX : 2023642731  
 TEL : 2023640400  
 SER.# : BROL1J759673

DATE, TIME	07/10 14:52
FAX NO./NAME	18477429975
DURATION	00:00:45
PAGE(S)	01
RESULT	OK
MODE	STANDARD
	ECM

**PERISHABLE AGRICULTURAL COMMODITIES ACT  
 NOTICE OF INTENT TO PRESERVE TRUST BENEFITS**

DATE: 10-Jul-08

DEBTOR'S NAME: Tri-Country Produce, Inc.

STREET ADDRESS: 408 Brook Street  
 CITY, STATE, ZIP: Elgin, Illinois 60120

CREDITOR'S NAME: Coosemans Chicago, Inc.

STREET ADDRESS: 2404 S. Wolcott, Unit # 13  
 CITY, STATE: Chicago, Illinois 60608

PAYMENT IN DAYS: 10

NUMBER OF SHIPMENTS: 16

COMMODITY: MIXED FRUITS AND VEGETABLES

<u>Invoice Number</u>	<u>Date of Shipment/ Acceptance</u>	<u>Date Payment Due</u>	<u>Invoice Price</u>	<u>Amount Past Due/Unpaid</u>
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576591	6/5/2008	6/15/2008	\$ 212.00	\$ 212.00
576797	6/6/2008	6/16/2008	\$ 89.00	\$ 89.00
577493	6/10/2008	6/20/2008	\$ 267.50	\$ 267.50
577705	6/11/2008	6/21/2008	\$ 220.50	\$ 220.50
577707	6/11/2008	6/21/2008	\$ 7.50	\$ 7.50

## TRANSMISSION VERIFICATION REPORT

TIME : 07/10/2008 14:54  
 NAME : MCCARRON AND DIESS  
 FAX : 2023642731  
 TEL : 2023640400  
 SER.# : BR01J759673

DATE, TIME	07/10 14:54
FAX NO./NAME	13122266976
DURATION	00:00:23
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

**PERISHABLE AGRICULTURAL COMMODITIES ACT  
 NOTICE OF INTENT TO PRESERVE TRUST BENEFITS**

DATE: 10-Jul-08

DEBTOR'S NAME: Tri-Country Produce, Inc.

STREET ADDRESS: 408 Brook Street  
 CITY, STATE, ZIP: Elgin, Illinois 60120

CREDITOR'S NAME: Coosemans Chicago, Inc.

STREET ADDRESS: 2404 S. Wolcott, Unit # 13  
 CITY, STATE: Chicago, Illinois 60608

PAYMENT IN DAYS: 10

NUMBER OF SHIPMENTS: 16

COMMODITY: MIXED FRUITS AND VEGETABLES

<u>Invoice Number</u>	<u>Date of Shipment/ Acceptance</u>	<u>Date Payment Due</u>	<u>Invoice Price</u>	<u>Amount Past Due/Unpaid</u>
576351	6/4/2008	6/14/2008	\$ 181.50	\$ 181.50
576591	6/5/2008	6/15/2008	\$ 212.00	\$ 212.00
576797	6/6/2008	6/16/2008	\$ 89.00	\$ 89.00
577493	6/10/2008	6/20/2008	\$ 267.50	\$ 267.50
577705	6/11/2008	6/21/2008	\$ 220.50	\$ 220.50
577707	6/11/2008	6/21/2008	\$ 7.50	\$ 7.50

**EXHIBIT D**



**COOSEMANS CHICAGO, INC.**

2404 S. Wolcott, Unit #13 • Chicago, IL 60608

Tel: (312) 226-6972 • FAX: (312) 226-6976

INVOICE #

516591

Sold To:

TRI COUNTY

Address:

Telephone:

TERMS	P.O. #	ORDERED BY	SOLD BY	DATE
10 DAYS NET			PT	6-5-08
ITEM	QUANTITY	UNIT	PRICE	TOTAL
BELGIUM ENDIVE				
BABY FROSEE				
RADICCHIO				
MACHE				
15 MISC LUN	1000			
LOLLA ROSA		7	500	
BABY RED OAK				
BABY GREEN OAK				
BABY MIX LETTUCE				
BABY GREEN ROMAINE				
BABY RED ROMAINE				
GARDEN		1	750	
AMERICAN				
FX BABY SPINACH				
CAESAR				
LITE CAESAR				
COLE SLAW				
DOUBLE CARROT				
SWEET BUTTER				
FIELD GREEN				
ITALIAN				
5-LETTUCE BLEND				
RIVERIA				
CAL CRISPER				
ROMAINE HEART				
SHRED LETTUCE				
SPRING MIX				
VEGGIE LOVER				
ASIAN		4	1100	
BLT CAESAR				
SALSA				
TRIPLE HEART				
LETTUCE TRIO				
PREMIUM ROMAINE				
50/50 BLEND				
SWEET BABY				
VEG SPRING MIX				
ALFALFA SPROUTS 28				
ALFALFA CUPS				
BEAN SPROUTS				
S COL GARLIC				
ELEPHANT GARLIC				
PEELED GARLIC				
DRY SHALLOTS				
PEELED SHALLOTS				
W-R-G PRL ONION				
CIPOLLINI				
BOILER				
FINGERLING				
WATER CRESS				
HYDRO BIBB				
HYDRO BOSTON				
CRISPER				
ARUGULA				
BASIL (H)				
CHERVIL				
CHIVES				
CILANTRO				
TARAGON				
MARJORAM				
MINT				
OREGANO				
ROSEMARY				
SAGE				
THYME				
MICRO GREEN				
ORCHID				
FRENCH BEAN				
BABY ZUKE				
BABY SUNBURST				
BABY PATTY PAN				
BABY CARROT				
TURN CARROT				
BABY TURNIP				
BABY BEET				
BABY GOLD BEET				
BABY STRIPE BEET				
SEEDLESS CUKE				
BABY EGGPLANT				
BEEF TOMATO				
VINE TOMATO				
GRAPE TOMATO				
DESERT GLORY				
YELLOW TOMATO				
YELLOW PEAR TOMATO				
RED PEAR TOMATO				
YELLOW CHERRY TOMATO				
RED CHERRY TOMATO				
JUMBO GRASS				
LARGE GRASS				
STANDARD GRASS				
SMALL GRASS				
WHITE GRASS				
ANISE				
TUSCAN KALE				
SHANG HAI				
ARTICHOKE				
ARTICHOKE				

Claims must be made within 24 hours after delivery. Past due accounts subject to interest charge of 1 1/4% per month. Cost of any action taken to collect overdue accounts, including attorney's fees, or agent costs, shall be borne by purchaser.

TOTAL

212 00

AIRLINES	FLT. #	AIRBILL #	CONTAINER #	AIRPORT OF DESTINATION

**COOSEMANS CHICAGO, INC.**

2404 S. Wolcott, Unit #13 • Chicago, IL 60608

Tel: (312) 226-6972 • FAX: (312) 226-6976

INVOICE #

570551

Sold To:

TRI COUNTY

Address:

Telephone:

TERMS 10 DAYS NET		PO. #		ORDERED BY		SOLD BY PT		DATE 6-4-08			
QTY	DESCRIPTION	PRICE	AMOUNT	QTY	DESCRIPTION	PRICE	AMOUNT	QTY	DESCRIPTION	PRICE	AMOUNT
	BELGIUM ENDIVE				WATER CRESS				RED PEPPER		
	BABY FRISSEE				HYDRO BIBB				YELLOW PEPPER		
	RADICCHIO				HYDRO BOSTON				ORANGE PEPPER		
	MACHE				CRISPER				FINGERHOT		
12	MESCLUN	650			ARUGULA				FIGS		
	LOLLA ROSA				BASIL				STAR FRUIT		
	BABY RED OAK				CHEVIL				KUMQUAT		
	BABY GREEN OAK				CHIVES				BLOOD ORANGES		
	BABY MIX LETTUCE				CILANTRO				LEMON LEAVES		
	BABY GREEN ROMAINE				TARAGON				PORTOBELLA		
	BABY RED ROMAINE				MARJORAM				CRIMINI		
	GARDEN				MINT				OYSTER		
	AMERICAN				OREGANO				ASHITAKE		
	FX BABY SPINACH			1	ROSEMARY	750			B-SHITAKE		
	CAESAR				SAGE				PORT CAP		
	LITE CAESAR				THYME				SLICED PORT		
	COLE SLAW				MICRO GREEN				BABY BELLA		
	DOUBLE CARROT				ORCHID						
	SWEET BUTTER				FRENCH BEAN						
	FIELD GREEN				BABY ZUKE						
	ITALIAN				BABY SUNBURST						
	5-LETTUCE BLEND				BABY PATTY PAN						
	RIVERIA				BABY CARROT						
	CAL CRISPER				TURN CARROT						
	ROMANE HEART				BABY TURNIP						
	SHRED LETTUCE				BABY BEET						
	SPRING MIX				BABY GOLD BEET						
	VEGGIE LOVER				BABY STRIPE BEET						
	ASIAN			12	SEEDLESS CUKE	1400					
	BLT CAESAR				BABY EGGPLANT						
	SALSAS				BEEF TOMATO						
	TRIPLE HEART				VINE TOMATO						
	LETTUCE TRIO				GRAPE TOMATO						
	PREMIUM ROMAINE				DESERT GLORY						
	50/50 BLEND				YELLOW TOMATO						
	SWEET BABY				YELLOW PEAR TOMATO						
	VEG SPRING MIX				RED PEAR TOMATO						
2	ALFALFA SPROUTS 2#	600			YELLOW CHERRY TOMATO						
	ALFALFA CUPS				RED CHERRY TOMATO						
	BEAN SPROUTS				JUMBO GRASS						
	S COL GARLIC				LARGE GRASS						
	ELEPHANT GARLIC				STANDARD GRASS						
	PEELED GARLIC				SMALL GRASS						
	DRY SHALLOTS				WHITE GRASS						
	PEELED SHALLOTS				ANISE						
	W-R-G PRL ONION				TUSCAN KALE						
	CIPOLLINI				SHANG HAI						
	BOILER				ARTICHOKE						
	FINGERLING				ARTICHOKE						
										TOTAL	181.50

Claims must be made within 24 hours after delivery. Past due accounts subject to interest charge of 1 1/2% per month. Cost of any action taken to collect overdue accounts, including attorney's fees, or agent costs, shall be borne by purchaser.

Claims must be made within 24 hours after delivery. Past due accounts subject to interest charge of 1 1/2% per month. Cost of any action taken to collect overdue accounts, including attorney's fees, or agent costs, shall be borne by purchaser.

AIRLINES	FLT. #	AIRBILL #	CONTAINER #	AIRPORT OF DESTINATION

OFFICE COPY

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

UPTOWN PRODUCE CONNECTION, INC. )  
Plaintiff, )  
v. )  
TRI-COUNTY PRODUCE, INC., ANGELO )  
MARANO; DAVID MARANO; and PATRICIA ) Case No. 08-cv-3660  
MARANO, ) Judge Norgle  
Defendants. ) Magistrate Judge Nolan  
)

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STRUBE CELERY & VEGETABLE CO., )  
MICHAEL J. NAVILIO & SON, INC., )  
COOSEMANS CHICAGO, INC. )  
Intervening Plaintiffs, ) Hearing:  
v. ) Date: July 18, 2008  
TRI-COUNTY PRODUCE, INC., ANGELO ) Time: 10:30 am  
MARANO, DAVID MARANO, and PATRICIA ) Judge: Hon. Charles Norgle  
MARANO, )  
Defendants. )

**ORDER GRANTING MOTION OF STRUBE CELERY & VEGETABLE CO.,  
MICHAEL J. NAVILIO & SON, INC., AND COOSEMANS CHICAGO, INC. FOR  
LEAVE TO INTERVENE AS PLAINTIFFS UNDER RULE 24**

Upon consideration the Motion of Strube Celery & Vegetable Co., Michael J. Navilio & Son, Inc., and Coosemans Chicago, Inc. For Leave to Intervene as Plaintiffs Under Rule 24, it is the opinion of the Court that the motion should be granted in order to protect the rights all parties, including other potential qualified PACA trust beneficiaries.

It is ORDERED that Strube Celery & Vegetable Co., Michael J. Navilio & Son, Inc., and Coosemans Chicago, Inc. are granted leave to intervene as Plaintiffs and file their Complaint in Intervention instanter.

ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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UNITED STATES DISTRICT JUDGE